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12 AMERICA

13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15 TRAVELERS CASUALTY
16 INSURANCE COMPANY OF
17 AMERICA, a Connecticut Corporation

18 Plaintiff,

19 v.

20 LMID, Inc., *et al.*,

21 Defendants.

Case No. 2:24-cv-01022-SB-JC

**TRAVELERS' AND LMID'S
STIPULATED PROTECTIVE ORDER**

1 **1. Purpose and Limitations**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this
5 litigation may be warranted. Accordingly, the parties hereby stipulate to and
6 petition the Court to enter the following Stipulated Protective Order. The
7 parties acknowledge that this Order does not confer blanket protections on
8 all disclosures or responses to discovery and that the protection it affords
9 from public disclosure and use extends only to the limited information or
10 items that are entitled to confidential treatment under the applicable legal
11 principles. The parties further acknowledge, as set forth in Section 12.3,
12 below, that this Stipulated Protective Order does not entitle them to file
13 confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied
15 when a party seeks permission from the court to file material under seal.

16 **2. Good Cause Statement**

17 This action is likely to involve trade secrets, pricing lists, financial, and
18 proprietary information for which special protection from public disclosure
19 and from use for any purpose other than prosecution of this action is
20 warranted. Such confidential and proprietary materials and information
21 consist of, among other things, confidential business or financial
22 information, information regarding confidential business practices, or other
23 confidential research, development, or commercial information (including
24 information implicating privacy rights of third parties), information
25 otherwise generally unavailable to the public, or which may be privileged or
26 otherwise protected from disclosure under state or federal statutes, court
27 rules, case decisions, or common law.

28 Accordingly, to expedite the flow of information, to facilitate the prompt

1 resolution of disputes over confidentiality of discovery materials, to
2 adequately protect information the parties are entitled to keep confidential,
3 to ensure that the parties are permitted reasonable necessary uses of such
4 material in preparation for and in the conduct of trial, to address their
5 handling at the end of the litigation, and serve the ends of justice, a
6 protective order for such information is justified in this matter. It is the
7 intent of the parties that information will not be designated as confidential
8 for tactical reasons and that nothing be so designated without a good faith
9 belief that it has been maintained in a confidential, non-public manner, and
10 there is good cause why it should not be part of the public record of this case.

11 **3. Definition**

12 “Confidential Information” means any document, testimony,
13 information or material (regardless of is generated stored or maintained)
14 that qualify for protection under Federal Rule of Civil Procedure 26(c), and
15 as specified above in the Good Cause Statement.

16 **4. Designating Material as Confidential Information**

17 LMID and Travelers may designate as Confidential Information any
18 document, testimony, information or material disclosed through formal or
19 informal discovery or otherwise in the course of this litigation as hereinafter
20 set forth in subsections (a), (b), and (c) of this section. Such designation shall
21 subject the information produced or provided under said designation to the
22 provisions of this Order. All or any portion of any documents, transcripts,
23 writings or recordings of any sort which substantially quote or paraphrase
24 information regarding the Confidential Information shall also be deemed
25 Confidential Information and subject to the terms and conditions of this
26 Order. The parties shall act in good faith and on a reasonable basis when
27 designating material as Confidential Information.

28 (a) LMID or Travelers may designate any document produced as

1 Confidential Information by stamping the word “CONFIDENTIAL” on the
2 face of the writing. Alternatively, LMID or Travelers may designate any
3 writing as Confidential Information by identifying any such document by
4 bates number and designating it as Confidential Information in a letter to
5 the opposing party’s counsel submitted with or prior to the production of such
6 document.

7 (b) LMID or Travelers may designate deposition testimony or any
8 portion of deposition testimony as Confidential Information by advising the
9 reporter and counsel of such designation. All transcripts of depositions and
10 deposition exhibits, and all information addressed in deposition, shall be
11 treated in their entirety as Confidential Information for twenty (20) business
12 days after such transcripts and exhibits are actually received by counsel for
13 each party. During the twenty (20) day period or thereafter, any party may
14 designate deposition testimony or any portion of deposition testimony as
15 “Confidential Information by advising counsel of such designation. Portions
16 of any deposition designated Confidential Information which are to be filed
17 with the Court shall be filed under seal, bearing substantially the following
18 designation: “Portions of this deposition were taken subject to a
19 Confidentiality Agreement. These portions shall remain sealed until further
20 agreement of the parties.” Whenever any writing designated as Confidential
21 Information is identified as an exhibit in connection with testimony given in
22 this case, it shall be so marked and separately filed under seal with the
23 Court.

24 (c) LMID or Travelers may designate specific responses to
25 information requests, including requests for production responses and
26 interrogatory answers, as Confidential Information by labeling the specific
27 response “CONFIDENTIAL.”
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1 **5. Filing Under Seal.**

2 Civil Local Rule 79-5 sets forth the procedures that must be followed
3 and the standards that will be applied when a party seeks permission from
4 the Court to file material under seal.

5 Before LMID or Travelers files any Confidential Information with the
6 Court, that party shall consult Local Rule 79-5 and comply with its
7 requirements in connection with filing Confidential Information under seal.

8 **6. Access to Confidential Information.**

9 Except upon prior written consent of the party asserting Confidential
10 Information treatment or upon further order of a court of competent
11 jurisdiction, Confidential Information shall be held in strict confidence and
12 shall be used solely for the purposes of prosecution or defense of this
13 litigation. Access to Confidential Information shall be limited to:

14 (a) the Court, including any Court personnel assisting the Court,
15 stenographers or other persons involved in taking or transcribing court or
16 deposition testimony in this action, and members of the jury;

17 (b) the parties, attorneys representing the parties and paralegal,
18 clerical and secretarial employees of such attorneys ;

19 (c) the officers, directors, agents or employees of the parties
20 participating in the prosecution, defense, settlement or other disposition of
21 this action;

22 (d) mediators, consultants, experts or litigation support services,
23 including outside copying services, retained by a party for the purpose of
24 assisting that party in this action provided such persons agree in writing to
25 abide and be bound by the terms of this Order in the form attached as Exhibit
26 A;

27 (e) potential witnesses provided such persons agree in writing to
28 abide and be bound by the terms of this Order in the form attached hereto

1 as Exhibit A;

2 (f) any person who is an author, addressee or recipient of, or who
3 previously had access to, the Confidential Information;

4 (g) deposition witnesses who agree in writing to abide by and be
5 bound by the terms of this Order in the form attached hereto as Exhibit A;

6 (h) any other person as to whom the party that designated the
7 document or information as Confidential has consented to disclosure in
8 advance; and

9 (i) any other person designated by the Court.

10 Notwithstanding any provision in this Order, a party may disclose or
11 make Confidential Information available to regulators with supervisory
12 authority over that party, and external auditors and reinsurers of that party
13 who have a business need for that Confidential Information.

14 **7. Inadvertent Disclosure.**

15 If LMID or Travelers inadvertently produces or discloses any
16 Confidential Information without marking it as "CONFIDENTIAL", that
17 party may give notice to the receiving party that the information should be
18 treated as Confidential Information in accordance with the terms of this
19 Order and shall forward appropriately stamped copies of the items in
20 question or otherwise follow the procedures in this Order for designating
21 such information as Confidential Information. Within five (5) days of the
22 receipt of substitute copies, and upon request, the receiving party (at the
23 expense of the party that inadvertently produced the Confidential
24 Information) shall return the previously unmarked items and all copies
25 thereof. Inadvertent disclosure shall not be deemed a waiver of
26 confidentiality.

27 **8. Copying and Storage of Confidential Information.**

28 Neither LMID nor Travelers shall, for itself or for any other person or

1 persons, make more copies of any Confidential Information than are
2 reasonably necessary to conduct this litigation. Except as otherwise
3 provided in this Order, all Confidential Information shall remain in
4 possession of counsel for the respective parties or the parties themselves, and
5 be stored in a secure place.

6 **9. Challenges to Confidential Designations.**

7 If LMID or Travelers objects to the designation of any document,
8 testimony, information or material as Confidential Information, the
9 objecting party may, by noticed motion, apply to the Court for a ruling that
10 the document, testimony, information or material shall not be so treated.
11 The burden shall remain with the party seeking confidentiality to justify
12 such designation. Unless and until the Court enters an order to the contrary,
13 the document, testimony, information or material shall be treated as
14 Confidential Information as provided for in this Order.

15 **10. Use of Confidential Information**

16 Should LMID or Travelers seek to utilize any Confidential Information
17 at trial, deposition or a hearing in this matter, that party shall meet with
18 counsel for the other party in an effort to agree upon a procedure to insure
19 the confidentiality of such Confidential Information. In the event counsel
20 are unable to reach agreement, the matter may be submitted to the Court.

21 **11. Efforts by Non-Parties to Obtain Confidential Information**

22 If LMID or Travelers obtained Confidential Information under the
23 terms of this Order and receives a subpoena or other compulsory process
24 from any entity other than LMID or Travelers commanding the production
25 of such Confidential Information, such party shall use reasonable efforts to
26 promptly notify the party that designated the Confidential Information as
27 Confidential Information. The party receiving the subpoena or other process
28 may thereafter produce the Confidential Information in compliance with the

1 subpoena or other process unless the designating party obtains an
2 order quashing the subpoena or releasing the receiving party from the
3 obligation to produce the Confidential Information.

4 **12. Improper Disclosure.**

5 If LMID or Travelers discloses Confidential Information to any person
6 other than in a manner authorized by this Order, that party shall promptly
7 inform the party that provided the Confidential Information about the
8 disclosure, shall endeavor in good faith to retrieve such Confidential
9 Information and prevent its further disclosure.

10 **13. Effect of Order.**

11 This Order shall not affect the right of any party or non-party to oppose
12 production of documents or other information on any ground permitted by
13 the Rules of Civil Procedure, including any applicable privilege. Moreover,
14 this Order shall not affect the scope of discovery by any party under the Rules
15 of Civil Procedure or the admissibility of any evidence in this action.

16 **14. Application to Court.**

17 Any interested party may apply to the Court for an order permitting
18 the disclosure of any Confidential Information or for an order modifying or
19 limiting this Order in any respect.

20 **15. Continuing Jurisdiction.**

21 All provisions of this Order shall continue to be binding after the
22 conclusion of this action unless subsequently modified by agreement
23 between the parties or order of the Court and the Court shall retain
24 jurisdiction of this matter for the purpose of enforcing this Order.

1 DATED: October 11, 2024 THE AGUILERA LAW GROUP, APLC

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3
4 /s/ V. Rene Daley

5 A. Eric Aguilera

6 Lindsee Falcone

7 V. René Daley

8 Counsel of record for plaintiffs Travelers
9 Casualty Insurance Company of America

10 DATED: October 11, 2024 TESSER GROSSMAN LLP

11 1

12 /s/ Brian M. Grossman

13 Brian M. Grossman

14 Robert Paredes

15 Counsel of record for defendant LMID, Inc.

16 IT IS SO ORDERED with the following modifications: (1) As to Paragraph 10,
17 notwithstanding any agreement of the parties/counsel, the use of Confidential
18 Information at a trial or hearing in this matter will be governed by the Order(s) of
19 the presiding judicial officer; and (2) As to Paragraph 11, the last sentence has been
20 modified to read: "The party receiving the subpoena or other process may thereafter
21 produce the Confidential Information in compliance with the subpoena or other
22 process unless the designating part obtains an order quashing the subpoena or
23 releasing the receiving party from the obligation to produce Confidential
24 Information."

25 DATED: October 17, 2024

26 /s/

27 Honorable Jacqueline Chooljian

28 UNITED STATES MAGISTRATE JUDGE

¹ The filing attorney, V. René Daley, certifies that Brian M. Grossman
authorized Mr. Daley to affix Mr. Grossman's electronic signature to this
stipulation and approves of the filing of this stipulated protective order.

EXHIBIT A

Consent to Protective Order

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3 1. I, _____, have read the
4 foregoing Protective Order and Confidentiality Agreement dated
5 October 17, 2024 (the “Protective Order”), and agree to be bound by its
6 terms with respect to any documents, testimony, material or information
7 designated or marked “CONFIDENTIAL” (“Confidential Information”) that
8 are furnished to me as set forth in the Protective Order.

9 2. I further agree (i) not to disclose to anyone any Confidential
10 Information other than as set forth in the Protective Order; and (ii) not to
11 make any copies of any Confidential Information furnished to me except for
12 use in accordance with the Protective Order; and (iii) not to use any
13 Confidential Information provided to me in connection with this litigation
14 for any purposes other than those of prosecuting and/or defending this action
15 as set forth in the Protective Order.

16 3. I hereby consent to the jurisdiction of the
17 Central District of California Court with regard to any proceedings to enforce
18 the terms of the Protective Order.
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